

TERMS AND CONDITIONS

RELATING TO THE PROVISION OF FOOD AND BEVERAGE CONSULTANCY SERVICES AND/OR RECRUITMENT SERVICES AND/OR EVENT MANAGEMENT SERVICES AND/OR VENUE HIRE SERVICES AND/OR EQUIPMENT HIRE SERVICES FROM FORBIDDEN AMBROSIA LTD TRADING AS FORBIDDEN AMBROSIA.

1. DEFINITIONS

In these Conditions, the following words and phrases shall have the following meanings:

“**Agreement**” means the agreement for the provision of Food and Beverage Consultancy Services (F&BCS) and/or Temporary Recruitment Services (TRS) and/or Permanent Recruitment Services (PRS) and/or Overseas Recruitment Services (ORS) and/or Event Management Services (EMS) and/or Venue Hire Services (VHS) and/or Equipment Hire Services (EHS) by the Client and shall comprise these Conditions and the Proposal and in the event of any conflict the provisions of these Conditions shall prevail;

“**Client**” means the person/company set out in the Proposal;

“**Conditions**” means these terms and conditions;

“**Deposit**” means the non-refundable deposit equal to 50% of the Charges [Only exception is the Temporary Recruitment Services (TRS) as there’s no deposit may apply on that];

“**Event**” means the event for which Forbidden Ambrosia agrees to provide Food and Beverage Consultancy Services (F&BCS) and/or Temporary Recruitment Services (TRS) and/or Permanent Recruitment Services (PRS) and/or Overseas Recruitment Services (ORS) and/or Event Management Services (EMS) and/or Venue Hire Services (VHS) and/or Equipment Hire Services (EHS) to the Client beginning on the Event Date and ending on the Return Date;

“**Charges**” means the charges for the provision of Food and Beverage Consultancy Services (F&BCS) and/or Temporary Recruitment Services (TRS) and/or Permanent Recruitment Services (PRS) and/or Overseas Recruitment Services

(ORS) and/or Event Management Services (EMS) and/or Venue Hire Services (VHS) and/or Equipment Hire Services (EHS) as set out in these Conditions and the Proposal plus Value Added Tax may apply at the statutory rate;

“**Event Date**” means the date set out in the Proposal as being the date on which the Event begins or such other date as may be agreed by the Parties in writing;

“**Food and Beverage Consultancy Services**” means consultancy services for the food and/or drink menu required by the Client as set out in the Proposal;

“**Temporary Recruitment Services**” means the temporary recruitment services to cover shifts required by the Client as set out in the Proposal;

“**Permanent Recruitment Services**” means the permanent recruitment services to find staff members for positions required by the Client as set out in the Proposal;

“**Overseas Recruitment Services**” means the overseas recruitment services to find staff members for positions required by the Client outside of the UK as set out in the Proposal;

“**Event Management Services**” means the event management services required by the Client as set out in the Proposal;

“**Venue Hire Services**” means the venue hire services required by the Client as set out in the Proposal;

“**Equipment Hire Services**” means the equipment to be hired by the Client from Forbidden Ambrosia according to the Agreement, as set out in the Proposal;

“**Force Majeure Event**” means any circumstances, not within Forbidden Ambrosia’s reasonable control including without limitation:

1. **a)** acts of God, flood, drought, earthquake or other natural disasters;
2. **b)** epidemic or pandemic;
3. **c)** terrorist attack, civil war, civil commotion or riots, war, the threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
4. **d)** nuclear, chemical or biological contamination or sonic boom;
5. **e)** any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

6. **f)** collapse of buildings, fire, explosion or accident;
7. **g)** non-performance by suppliers or subcontractors; and
8. **h)** interruption or failure of utility service.

“**Proposal**” means the booking form issued by Forbidden Ambrosia to the Client incorporating these Conditions;

“**Return Date**” means the date set out in the Proposal or such other date as the Parties may agree in writing;

“**Set Up**” means setting up the hired equipment such that the Equipment Hire Service(s) is ready for use by the Client;

“**Site**” means the location of the Event and where the Food and Beverage Consultancy Services (F&BCS) and/or Temporary Recruitment Services (TRS) and/or Permanent Recruitment Services (PRS) and/or Overseas Recruitment Services (ORS) and/or Event Management Services (EMS) and/or Venue Hire Services (VHS) and/or Equipment Hire Services (EHS) will be provided, being the location set out in the Proposal or such other location as may be agreed by the Parties in writing.

“**Venue Hire Services**” means the venue hire services as set out in the Proposal.

2. GENERAL

2.1 The Agreement shall be governed by these Conditions which shall apply to the exclusion of all other terms and conditions (including any terms and conditions which the Client purports to apply under any purchase order other than the Proposal, specification or other documents), and shall supersede any previous understanding, quotation and/or agreement (whether written or oral) in respect of the subject matter of the Agreement. Subject to these Conditions, no waivers, alterations or modifications of the Proposal or these Conditions shall be valid unless made in writing and duly authorised representative of Forbidden Ambrosia.

2.2 Each Proposal issued by Forbidden Ambrosia to the Client shall be deemed to be an offer from Forbidden Ambrosia to the Client to provide Food and Beverage Consultancy Services (F&BCS) and/or Temporary Recruitment Services (TRS) and/or Permanent Recruitment Services (PRS) and/or Overseas Recruitment Services (ORS) and/or Event Management Services (EMS) and/or Venue Hire

Services (VHS) and/or Equipment Hire Services (EHS) to the Client based on these Conditions. Subject to any rule of law to the contrary, no contract between Forbidden Ambrosia and the Client shall be deemed to be formed until the Proposal attaching and incorporating these Conditions is agreed by the Client and the Client has paid the Deposit to Forbidden Ambrosia. The Client confirms that it has read, understood and agreed to the matters set out in the Proposal and these Conditions. The Client's continuing instructions and payment of the Deposit will amount to acceptance of this Agreement.

2.3 The Client is responsible for ensuring that the terms of the Proposal are complete and accurate.

2.4 Any quotation given by Forbidden Ambrosia is given on the basis that no contract will come into existence until a contract is formed between Forbidden Ambrosia and Client according to Clause 2.2 above. Any quotation given in writing is valid for 90 days from the date on which it was given.

2.5 The Client hereby acknowledges and agrees that it has not relied on any statement, promise or representation made or given by or on behalf of Forbidden Ambrosia which is not set out in these Conditions or the Proposal. Nothing in this Clause shall exclude or limit Forbidden Ambrosia's liability for fraudulent misrepresentation.

2.6 The Client acknowledges that the Charges do not include the costs of repair to or making good any damage to the Site and that these shall be the responsibility of the Client.

2.7 The Clients acknowledge that where Forbidden Ambrosia undertakes to obtain licences or authorisations necessary for the Event from a competent authority, the refusal of such authority to grant such licence or authorisation or to impose restrictions thereon shall not give rise to any claim against Forbidden Ambrosia.

3. PROVISION OF FOOD AND BEVERAGE CONSULTANCY SERVICES AND/OR RECRUITMENT SERVICES AND/OR EVENT MANAGEMENT SERVICES AND/OR VENUE HIRE SERVICES AND/OR EQUIPMENT HIRE SERVICES

3.1 Subject to the Agreement, Forbidden Ambrosia agrees to provide to the Client, and the Client agrees to take from Forbidden Ambrosia, the Food and Beverage Consultancy Services (F&BCS) and/or Temporary Recruitment Services (TRS)

and/or Permanent Recruitment Services (PRS) and/or Overseas Recruitment Services (ORS) and/or Event Management Services (EMS) and/or Venue Hire Services (VHS) and/or Equipment Hire Services (EHS) for the Event as set out in the Proposal in consideration for the Charges.

3.2 The Event shall commence on the Event Date and shall end on the Return Date.

4. DELIVERY, SET UP AND COLLECTION OF THE EQUIPMENT

4.1 This Clause 4 shall only apply if the Proposal specifies, or the Parties otherwise agree in writing, that the Food and Beverage Consultancy Services (F&BCS) and/or Temporary Recruitment Services (TRS) and/or Permanent Recruitment Services (PRS) and/or Overseas Recruitment Services (ORS) and/or Event Management Services (EMS) and/or Venue Hire Services (VHS) and/or Equipment Hire Services (EHS) shall be performed at or delivered to the Site.

4.2 Forbidden Ambrosia shall be responsible for ensuring that the Food and Beverage Consultancy Services (F&BCS) and/or Temporary Recruitment Services (TRS) and/or Permanent Recruitment Services (PRS) and/or Overseas Recruitment Services (ORS) and/or Event Management Services (EMS) and/or Venue Hire Services (VHS) and/or Equipment Hire Services (EHS) are delivered to and [only in cases where the Proposal specifies, or the Parties have otherwise agreed in writing, that the Equipment Hire Services (EHS) is also to be Set Up on the Site] Set Up at the Site on the Delivery Date provided that:

(a) time for delivery and (if applicable) Set Up of the Equipment Hire Services (EHS) shall not be of the essence of the Agreement and time stated or advised by Forbidden Ambrosia respect of such delivery and/or Set Up shall be indicative only;

(b) delivery and (if applicable) Set Up of the Equipment Hire Services (EHS) may at the option of Forbidden Ambrosia take place before the Event Date; and

(c) the Client's only remedy for any failure of Forbidden Ambrosia to comply with its obligations under Clause 4.2 shall be that the Charges shall be reduced to the extent that Forbidden Ambrosia (in its sole discretion and acting reasonably) shall determine.

4.3 Where the Equipment Hire Services (EHS) is to be Set Up by Forbidden Ambrosia, Forbidden Ambrosia shall use its reasonable endeavours to

accommodate any reasonable and practicable requests and/or instructions by the Client in respect of how the Equipment Hire Services (EHS) is Set Up provided that Forbidden Ambrosia cannot and does not guarantee that the Equipment Hire Services (EHS) will be Set Up by such instructions or requests. The Client shall provide a plan or be present to confirm the position of all Food and Beverage Consultancy Services (F&BCS) and/or Temporary Recruitment Services (TRS) and/or Permanent Recruitment Services (PRS) and/or Overseas Recruitment Services (ORS) and/or Event Management Services (EMS) and/or Venue Hire Services (VHS) and/or Equipment Hire Services (EHS) before their installation. Failure to do this will result in Forbidden Ambrosia installing the Food and Beverage Consultancy Services (F&BCS) and/or Temporary Recruitment Services (TRS) and/or Permanent Recruitment Services (PRS) and/or Overseas Recruitment Services (ORS) and/or Event Management Services (EMS) and/or Venue Hire Services (VHS) and/or Equipment Hire Services (EHS) where, acting reasonably, they think fit.

4.4 If for any reason the Client fails to take delivery of the Equipment Hire Services at any time when the Equipment Hire Services (EHS) is due and ready for delivery, Forbidden Ambrosia shall be entitled to be reimbursed by the Client in respect of all costs and expenses incurred by Forbidden Ambrosia in connection with making such delivery [and in connection with any subsequent redelivery of the Equipment Hire Services (EHS)] and/or charge the Client an administration fee at such a level as Forbidden Ambrosia (in its sole discretion and acting reasonably) shall determine. For the avoidance of doubt, where the Client fails to take delivery of the Equipment Hire Services (EHS) on more than one occasion, Forbidden Ambrosia shall be entitled to charge the Client for the costs and expenses, and charge the charges, referred to in this Clause 4.4 in respect of each such occasion.

4.5 The Client shall inspect the Equipment Hire Services (EHS) in the presence of Forbidden Ambrosia as soon as practicably possible following the Equipment Hire Services (EHS) being delivered and (as the case may be) Set Up.

4.6 On or as soon as practicably possible following the Return Date Forbidden Ambrosia shall remove the Equipment Hire Services (EHS) from the Site. Unless the Equipment Hire Services (EHS) was Set Up by Forbidden Ambrosia, the Client shall comply with any instructions and/or guidance given by Forbidden Ambrosia to the Client to ensure that the Equipment Hire Services (EHS) is ready for collection by Forbidden Ambrosia. In particular, the Client shall ensure that any cables supplied with or as part of the Equipment Hire Services (EHS) are returned

to Forbidden Ambrosia properly re-coiled. Where the Client fails to comply with this Clause 4.6 Forbidden Ambrosia shall be entitled (in its sole discretion and acting reasonably) to charge the Client additional charges.

4.7 If Forbidden Ambrosia is unable to collect the Equipment Hire Services (EHS) from the Site due to any act, omission or failure on the part of the Client (including, for the avoidance of doubt, a failure of the Client to procure access to the Site for Forbidden Ambrosia having been given reasonable notice by Forbidden Ambrosia of its intention to collect the Equipment Hire Services (EHS) at the relevant time) the Client shall not only be liable for any costs and/or expenses suffered or incurred by Forbidden Ambrosia as a result of such act, omission or failure but Forbidden Ambrosia shall also be entitled to charge the Client such additional charges as Forbidden Ambrosia shall (acting reasonably and in its sole discretion) determine. For the avoidance of doubt, Forbidden Ambrosia shall, without prejudice to any other charges it may be entitled to charge and/or costs and expenses it may be entitled to recover under this Clause 4.7, also (in its sole discretion and acting reasonably) be entitled to charge the Client additional hire charges until the Equipment Hire Services (EHS) is collected by or otherwise returned to Forbidden Ambrosia

5. COLLECTION AND RETURN OF THE EQUIPMENT BY THE CLIENT

5.1 This Clause 5 shall only apply if the Proposal specifies, or the Parties otherwise agree in writing, that the Equipment Hire Services (EHS) is to be collected by the Client from Forbidden Ambrosia's premises.

5.2 The Client shall collect the Equipment Hire Services (EHS) from Forbidden Ambrosia's premises on the Event Date or a date before the Event Date such date having been agreed in writing.

5.3 The Client shall be responsible for inspecting the Equipment Hire Services (EHS) upon collecting the Equipment Hire Services (EHS) from Forbidden Ambrosia's premises.

5.4 The Client shall return the Equipment Hire Services (EHS) to Forbidden Ambrosia on the Return Date. If the Client fails to return the Equipment Hire Services (EHS) when its due to be returned the Client shall not only be liable to Forbidden Ambrosia in respect of any costs and expenses suffered or incurred by

Forbidden Ambrosia as a result of such failure but Forbidden Ambrosia shall be entitled to charge the Client such additional charges as Forbidden Ambrosia shall (acting reasonably and in its sole discretion) determine.

5.5 The Client shall comply with all instructions and/or guidance given by Forbidden Ambrosia to the Client in respect of the Equipment Hire Services (EHS).

6. CHARGES AND PAYMENT

6.1 The Client acknowledges that the Charges referred to in the Proposal represent the best estimate of the costs of the Event based on the information available at the time this Agreement is entered into and that adjustments may need to be made to the Charges by Forbidden Ambrosia (acting reasonably and in its sole discretion) to reflect changed circumstances and/or further information becomes available.

6.2 The Client shall pay the Charges by these Conditions. The Deposit is payable immediately upon acceptance of the Proposal. Unless otherwise agreed, the balance of the Charges must be paid no later than 15 working days in advance of the Event Date.

6.3 In addition to the Charges Forbidden Ambrosia shall be entitled to invoice the Client for any increase in costs due to the Client's default in any of its obligations under these Conditions including (but not limited to) any breakages or damage to the Equipment Hire Services (EHS), charges or additional fees imposed by the Site for breakages or damages where Forbidden Ambrosia has provided Venue Hire Services (VHS), and any additional Food and Beverage Consultancy Services (F&BCS) and/or Temporary Recruitment Services (TRS) and/or Permanent Recruitment Services (PRS) and/or Overseas Recruitment Services (ORS) and/or Event Management Services (EMS) and/or Venue Hire Services (VHS) and/or Equipment Hire Services (EHS) either requested by the Client or which Forbidden Ambrosia reasonably considers necessary or desirable for the successful completion of the Event. Any such additional sums shall be due and payable within 14 days of the issue of the invoice.

6.4 All prices are unless otherwise stated, exclusive of any packing, posting and delivery charges (which, for the avoidance of doubt, the Client shall also be liable to pay to Forbidden Ambrosia).

6.5 Charges are based on the assumption that:

(a) if the Site is outside it has level, flat and firm ground with easy access for motor vehicles and no cables, pipes, drains or other services are buried beneath the surface or otherwise concealed;

(b) if the Event location is inside, there is sufficient power for all the Equipment Hire Services (EHS) and Event Management Services (EMS) hired (unless the provision of power has been included in the Proposal).

provided that, in any event (i) if any delays are caused by obstructed access to the Site or where vehicular access is not, in the opinion of Forbidden Ambrosia, available to within 40 metres from the Site and/or (ii) if Forbidden Ambrosia is of the reasonable opinion that tracking is required to be laid to facilitate access to the Site, the increased costs thereof shall be added to the Charges.

6.6 If the Client fails to make payment of any sum due to Forbidden Ambrosia, Forbidden Ambrosia shall be entitled to (without prejudice to any other rights and remedies which Forbidden Ambrosia may have under the Agreement or otherwise):

(a) terminate the Agreement and/or suspend any further performance of Forbidden Ambrosia's obligation under the Agreement; and/or

(b) charge the Client interest on the overdue amount at a rate equal to 4% above the base rate of Natwest Bank from time to time.

6.8 Forbidden Ambrosia shall be entitled to invoice the Client from time to time in respect of any other costs, expenses, fees or charges which the Client is liable to pay to Forbidden Ambrosia according to these Conditions.

7. BREAKDOWN AND REPAIR

7.1 Forbidden Ambrosia shall have no liability to the Client for any claim in respect of any defect in the Equipment Hire Services (EHS) which:

(a) where Clause 4 applies:

(i) would have been apparent on inspection; and/or

(ii) was brought to the Client's attention by Forbidden Ambrosia at the time of inspection and which is made after the commencement of the Event;

(b) where Clause 5 applies, would have been apparent on inspection and which is made after the commencement of the Event.

7.2 In respect of any defect in any items of Equipment Hire Services (EHS) not falling within the scope of Clause 7.1, Forbidden Ambrosia shall arrange for a replacement item of Equipment Hire Services (EHS) to be provided to the Client as soon as practicably possible following being notified of the defect by the Client provided that Forbidden Ambrosia shall have no liability to the Client under this Clause where such defect is attributable to the fault or negligence of the Client or otherwise attributable to any breach by the Client of these Conditions. This Clause 7.2 shall be the Client's sole remedy in respect of any defects in any Equipment Hire Services (EHS) provided by Forbidden Ambrosia to the Client and Forbidden Ambrosia shall have no liability to the Client in respect of any costs and expenses suffered or incurred by the Clients a result of such defect.

7.3 For the avoidance of doubt where the Equipment Hire Services (EHS) includes a power generator, Forbidden Ambrosia's sole liability for any breakdown is replacement as soon as practicably possible as provided for in Clause 7.2. Accordingly, the Client is advised to consider hiring a standby generator.

8. CLIENT'S OBLIGATIONS

8.1 Throughout the Agreement the Client shall:

(a) ensure that Forbidden Ambrosia is given access to the Site (upon being given reasonable notice by Forbidden Ambrosia) to fulfil its obligations and/or enforce its rights under the Agreement; can include trackway

(b) use the Equipment Hire Services (EHS) in a safe manner and by all instructions and/or directions given to the Client by Forbidden Ambrosia from time to time;

(c) use the Equipment Hire Services (EHS) for the purpose for which it was intended and, if the Client has any doubt as to whether the Equipment Hire Services (EHS) is suitable for a proposed purpose, refrain from using the Equipment Hire Services (EHS) for that purpose until the Client has confirmed with Forbidden Ambrosia whether the Equipment Hire Services (EHS) is suitable for such purpose;

(d) read any operating instructions, user manuals and explanatory notes supplied with the Equipment Hire Services (EHS) and ensure that the Equipment Hire Services (EHS) is used by such instructions, user manuals and explanatory notes;

(e) ensure that the Equipment Hire Services (EHS) is kept secure until the Equipment Hire Services (EHS) is returned to Forbidden Ambrosia's premises by the Client or collected by Forbidden Ambrosia;

(f) if any item of Equipment Hire Services (EHS) is lost or damaged, inform Forbidden Ambrosia of such loss or damage as soon as reasonably possible following such loss or damage occurring;

(g) not to assign, mortgage, let on hire, or otherwise dispose of or part with possession of any item of Equipment Hire Services (EHS) or part thereof or charge the benefit of the Agreement or purport to do any of the foregoing;

(h) maintain the Equipment Hire Services (EHS) in the state that it is in at the date of delivery of the Equipment Hire Services (EHS) to the Site by Forbidden Ambrosia or collection of the Equipment Hire Services (EHS) from Forbidden Ambrosia's premises by the Buyer (as the case may be);

(i) keep the Equipment Hire Services (EHS) free from all liens, charges, encumbrances and securities;

(j) bear the cost of the repair or rectification of any damage to the Equipment Hire Services (EHS) resulting from negligence or improper use of the Equipment Hire Services (EHS) by the Client or any person permitted by the Client to use the Equipment Hire Services (EHS); and

(k) indemnify Forbidden Ambrosia against all fines, penalties and liabilities imposed on Forbidden Ambrosia, or arising in respect of any non-compliance or contravention of any law or regulation, relating to the use and operation of the Equipment Hire Services (EHS), together with any reasonable and properly incurred cost or expense relating thereto incurred by Forbidden Ambrosia; and

8.2 For the avoidance of doubt, the Client is responsible for satisfying itself before the commencement of the Agreement that the Food and Beverage Consultancy Services (F&BCS) and/or Temporary Recruitment Services (TRS) and/or Permanent Recruitment Services (PRS) and/or Overseas Recruitment Services

(ORS) and/or Event Management Services (EMS) and/or Venue Hire Services (VHS) and/or Equipment Hire Services (EHS) to be supplied by Forbidden Ambrosia are sufficient and/or suitable for a given use or application. The Client is encouraged to discuss its requirements in detail with Forbidden Ambrosia before entering into the Agreement. Forbidden Ambrosia accepts no responsibility to the Client should the Client subsequently claim that the Food and Beverage Consultancy Services (F&BCS) and/or Temporary Recruitment Services (TRS) and/or Permanent Recruitment Services (PRS) and/or Overseas Recruitment Services (ORS) and/or Event Management Services (EMS) and/or Venue Hire Services (VHS) and/or Equipment Hire Services (EHS) are not so sufficient and/or suitable.

8.3 The Client shall provide Forbidden Ambrosia with any information required for the proper performance of the Agreement on request. The Client will be required to confirm details and final numbers for the Event no later than 20 days before the Event Date. It is expressly acknowledged by the Client that once final numbers are confirmed, those numbers cannot be reduced and will not be refunded if numbers decrease. Numbers may be increased subject to agreement, availability and extra charges.

8.4 Without prejudice to any other rights and/or remedies to which Forbidden Ambrosia may be entitled under these Conditions or otherwise, the Client shall reimburse Forbidden Ambrosia in respect of any costs and expenses reasonably and properly incurred by Forbidden Ambrosia as a result of any breach of by the Client of its obligations under these Conditions.

9. CLIENT TO OPERATE EQUIPMENT

The Client hereby acknowledges and agrees:

(a) that Forbidden Ambrosia will not be responsible for operating or maintaining the Equipment Hire Services (EHS) during the Event; and

(b) that, unless otherwise agreed by Forbidden Ambrosia in writing, Forbidden Ambrosia will not provide the Client with any training in respect of the Equipment Hire Services (EHS) beyond any training which Forbidden Ambrosia may be required to give to the Client under any rule of law.

10. VENUE HIRE SERVICES

10.1 This Clause 10 shall apply where the Proposal states that Forbidden Ambrosia will provide Venue Hire Services (VHS) for the Event.

10.2 Forbidden Ambrosia cannot guarantee and does not warrant that the specific venue in the Proposal will be available for the Event. Forbidden Ambrosia will use reasonable endeavours to see that the Client's chosen venue is secured for the Event, but the Client expressly acknowledges that Forbidden Ambrosia is not the owner of the venue and as such cannot guarantee its availability.

10.3 If because of a Force Majeure Event or any other circumstances beyond Forbidden Ambrosia's reasonable control, the Client's chosen venue in the Proposal becomes unavailable, Forbidden Ambrosia will use reasonable endeavours to secure the booking of an alternative venue for the Event which Forbidden Ambrosia (at its sole discretion acting reasonably) deems comparable. The Client shall not be entitled to terminate this agreement if an alternative venue can be secured by this clause. The cancellation policy in clause 12.2 below will apply.

10.4 Forbidden Ambrosia shall not be held in breach of this agreement if the venue in the Proposal becomes unavailable for the reasons set out in clause 10.3 above. Further, Forbidden Ambrosia shall not be liable for any losses whatsoever or howsoever arising as a result of any of the circumstances in clause 10.3 applying.

10.5 The Client shall comply with any policies, rules and or regulations imposed by the venue booked by Forbidden Ambrosia for the Event. The Client will provide Forbidden Ambrosia with any information required for the Venue Hire Services (VHS) on request so that Forbidden Ambrosia can comply with its obligations under any third-party venue hire contract.

10.6 The Client agrees that it will not (and its representatives/guests shall not) do anything to cause or contribute to any breach by Forbidden Ambrosia of any of its obligations under any third-party venue hire contract and shall keep Forbidden Ambrosia fully indemnified at all times against all claims, actions, proceedings, demands, liabilities, damages, costs, charges, expenses and losses (including but not limited to direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs) which are incurred or may be incurred by Forbidden Ambrosia arising out of any breach of this clause.

11. LIABILITY

11.1 The Client shall be responsible for and shall indemnify Forbidden Ambrosia fully from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:

(a) personal injury including death or disease or loss or damage to the property of any third party to the extent that such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Client; and

(b) loss or damage to the property of Forbidden Ambrosia or any person employed by Forbidden Ambrosia or personal injury including death or disease to any person employed by Forbidden Ambrosia to the extent that such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Client; and

(c) loss or damage to the property of the Client or any person employed by the Client or personal injury including death or disease to any person employed by Forbidden Ambrosia to the extent that such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Client.

11.2 For the avoidance of doubt the Client acknowledges that some damage to the Site is likely due to the installation of the Equipment Hire Services (EHS), the provision of Event Management Services (EMS) and the use of vehicles. Accordingly, the Client shall indemnify Forbidden Ambrosia fully from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of damage to the Site to the extent that some are not covered by a policy of insurance taken out by Forbidden Ambrosia according to Clause 13.1.

11.3 Except to the extent of fair wear and tear, the Client shall reimburse Forbidden Ambrosia in respect of the loss of or damage to any Equipment Hire Services (EHS) which occurs while the Equipment Hire Services (EHS) is on hire to the Client. All lamps provided by Forbidden Ambrosia to the Client must be returned to Forbidden Ambrosia at the end of the Event (whether functioning or not) otherwise the Client shall be liable to Forbidden Ambrosia for the cost of replacing any lamps not so returned with a new lamp of equivalent specifications.

11.4 Forbidden Ambrosia shall have no liability for any indirect, special, consequential loss or damage to the Client or any third party arising under the

Agreement whether arising from the negligence of Forbidden Ambrosia or otherwise

11.5 Forbidden Ambrosia's maximum liability arising out of contract, negligence or breach of statutory duty or otherwise for any loss or damage arising out of or in connection with the Agreement, howsoever arising, shall not exceed the amount provided for the relevant element of the Food and Beverage Consultancy Services (F&BCS) and/or Temporary Recruitment Services (TRS) and/or Permanent Recruitment Services (PRS) and/or Overseas Recruitment Services (ORS) and/or Event Management Services (EMS) and/or Venue Hire Services (VHS) and/or Equipment Hire Services (EHS) as set out in the Proposal and the aggregate such liability shall not exceed the total sum received by Forbidden Ambrosia from the Client under the Agreement.

11.6 Nothing in this Clause 11 shall exclude or limit Forbidden Ambrosia's liability for death or personal injury caused by the negligence of Forbidden Ambrosia or its employees or any liability which cannot be excluded or limited by law.

12. TERMINATION

12.1 Forbidden Ambrosia will have the right to terminate the Agreement forthwith by notice in writing if the Client:

- (a) commits any material breach of the Agreement; or
- (b) commits an act of bankruptcy, becomes insolvent, makes an arrangement or composition with creditors or (being a company) has convened a creditors meeting; or
- (c) has a receiver (whether administrative or otherwise) appointed or any steps are taken for the appointment of an administrator or a resolution has been passed for winding up (except for a genuine scheme of solvent amalgamation or reconstruction) or any proceedings have commenced relating to the insolvency or liquidation or possible insolvency of the Client or it ceases or threatens to cease to carry on business or if serious doubt arises as to the Client's solvency.

12.2 Cancellation Period.

The Client shall have the right to terminate the Agreement at any time before the start of the Event in which case Forbidden Ambrosia shall retain the Deposit. The

Client expressly acknowledges and agrees that the Deposit is non-refundable. Further, the Client shall be liable for and will indemnify Forbidden Ambrosia for any and/or all non-refundable sums paid, sums due or cancellation charges payable by Forbidden Ambrosia to any third party, venue or supplier or subcontractors arising out of the Client's decision to terminate. Further, if cancellation takes place within 90 days of the Event Date the full Charges shall become immediately due and payable. Forbidden Ambrosia may if commercially practicable (but shall not be obliged to) rehire all or part of the Drink Consultancy Services (DCS) and/or Menu Development Services (MDS) and/or Temporary Recruitment Services (TRS) and/or Permanent Recruitment Services (PRS) and/or Event Management Services (EMS) and/or Venue Hire Services (VHS) and/or Equipment Hire Services (EHS) and, if so, shall give the Client credit against such cancellation fee in such sum as Forbidden Ambrosia (in its sole discretion and acting reasonably) may determine.

12.3 It is recommended that the Client obtain cancellation insurance. Forbidden Ambrosia can provide details of a recommended insurer on request, but it is expressly acknowledged by the Client that it is the responsibility of the Client to make its own enquires and agreement with the insurer to ensure any such policy meets their specific requirements.

12.4 If the Agreement is terminated in accordance with any of the provisions of Clause 12.1:

(a) the total amount due or that may become due by the Client to Forbidden Ambrosia under the Agreement shall become immediately due and payable by the Client to Forbidden Ambrosia; and

(b) the Client shall immediately return the Equipment Hire Services (EHS) to Forbidden Ambrosia or shall ensure that Forbidden Ambrosia is given access to the Site upon reasonable notice being given by Forbidden Ambrosia to allow Forbidden Ambrosia to collect the Equipment Hire Services (EHS).

12.5 Termination of the Agreement for any reason by Forbidden Ambrosia shall not affect the Client's obligation to pay any outstanding invoices or any other monies owing to Forbidden Ambrosia, including any interest charges.

13. INSURANCE

13.1 The insurance obligations and requirements and associated costs for the Event will be set out in the Proposal.

13.2 Where Forbidden Ambrosia effects insurance for the Event the Client shall pay an additional sum equal to 5% of the Charges (or such other sum as may be set out in the Proposal). The Client shall be liable for the first £2,500 of any claim made under the such policy unless otherwise stated in the Proposal.

13.3 Unless the Proposal specifies that Forbidden Ambrosia shall be liable for insurance, the Client shall keep the Equipment Hire Services (EHS) insured with an insurance company of good repute against loss or damage from all normal business risks (including normal third-party risks). The Client shall notify its insurers that the Food and Beverage Consultancy Services (F&BCS) and/or Temporary Recruitment Services (TRS) and/or Permanent Recruitment Services (PRS) and/or Overseas Recruitment Services (ORS) and/or Event Management Services (EMS) and/or Venue Hire Services (VHS) and/or Equipment Hire Services (EHS) is on hire from Forbidden Ambrosia and request the insurer to endorse a note of such interest on the policy of insurance naming Forbidden Ambrosia as loss payee and shall on demand show to Forbidden Ambrosia the policy of insurance, the premium receipts and insurance certificate and shall not use or allow the Food and Beverage Consultancy Services (F&BCS) and/or Temporary Recruitment Services (TRS) and/or Permanent Recruitment Services (PRS) and/or Overseas Recruitment Services (ORS) and/or Event Management Services (EMS) and/or Venue Hire Services (VHS) and/or Equipment Hire Services (EHS) to be used for any purpose not permitted by the terms and conditions of the policy of insurance or do or allow to be done any act or thing whereby the insurance may be invalidated. If the Client shall make default in the payment of any premium in respect of the insurance Forbidden Ambrosia may pay a such premium in which event the Client shall repay the amount thereof on demand. The Client shall indemnify Forbidden Ambrosia against all loss or damage to the Equipment Hire Services (EHS) not recoverable under the policy of insurance.

13.4 Where any event or accident shall occur which is a risk covered by the Client's insurance hereunder, the Client shall immediately notify Forbidden Ambrosia thereof, shall not compromise any claim without the consent of Forbidden Ambrosia, shall allow Forbidden Ambrosia to take over the conduct of negotiations [except to claims of the Client for personal injuries, loss of use of the Equipment Hire Services (EHS), or loss or damage to the property of the Client unconnected with the Equipment Hire Services (EHS)] and shall at the expense of the Client take such proceedings (in the sole name of the Client or jointly with Forbidden Ambrosia) as Forbidden Ambrosia shall reasonably direct, holding all

sums recovered, together with any monies received by the Client under its policy of insurance, on trust for Forbidden Ambrosia and paying or applying the same as Forbidden Ambrosia directs and as herein provided. If any of the Equipment Hire Services (EHS) is declared a total loss Forbidden Ambrosia shall, unless otherwise agreed by the Client, apply any proceeds of insurance received by it towards a replacement of equivalent value which replacement shall be deemed to be included in the Agreement for all purposes and the Client shall continue to pay the Charges as if such loss had not taken place.

14. MISCELLANEOUS

14.1 Entire Agreement.

The Agreement constitutes the entire agreement between Forbidden Ambrosia and the Client relating to the provision of Food and Beverage Consultancy Services (F&BCS) and/or Temporary Recruitment Services (TRS) and/or Permanent Recruitment Services (PRS) and/or Overseas Recruitment Services (ORS) and/or Event Management Services (EMS) and/or Venue Hire Services (VHS) and/or Equipment Hire Services (EHS) and shall supersede all prior agreements and understandings (whether oral or in writing) between the Client and Forbidden Ambrosia concerning the provision of Food and Beverage Consultancy Services (F&BCS) and/or Temporary Recruitment Services (TRS) and/or Permanent Recruitment Services (PRS) and/or Overseas Recruitment Services (ORS) and/or Event Management Services (EMS) and/or Venue Hire Services (VHS) and/or Equipment Hire Services (EHS). Any modification or variation to the terms of the Agreement shall only be valid if it is made in writing and signed by the Client and Forbidden Ambrosia or their duly or condition in which the Equipment Hire Services (EHS) is to be returned.

14.2 Notices.

All notices to be given under the Agreement shall be in writing and, in the case of Forbidden Ambrosia, shall be addressed to its registered office and, in the case of the Client, be addressed to the address specified on the Proposal or such other addresses as either Party may notify the other according to this provision.

14.3 Assignment.

The Client shall not be entitled to assign any of its rights and/or obligations under the Agreement without the prior written consent of Forbidden Ambrosia. Forbidden Ambrosia may assign or sub-contract any of its rights and/or obligations under the Agreement without the consent of the Client.

14.4 Unforeseen Circumstances/Force Majeure.

If Forbidden Ambrosia is prevented, hindered or delayed in or from performing its obligations under this Agreement because of a Force Majeure Event, Forbidden Ambrosia shall inform the Client as soon as reasonably practicable. Forbidden Ambrosia shall not be in breach of this agreement or otherwise liable for any failure or delay in the performance of its obligations because of a Force Majeure Event. In such circumstances, Forbidden Ambrosia shall be entitled to a reasonable extension of time for the performance of such obligations. Forbidden Ambrosia shall use reasonable endeavours to mitigate any delay and make alternative arrangements with the intent that the Event can still proceed. Any failure or delay arising out of a Force Majeure Event shall not constitute a breach of the Agreement, provided however that if such delay continues for a period over 14 days, the Client shall be entitled to terminate the Agreement forthwith by written notice to Forbidden Ambrosia. In such circumstances, the cancellation provisions in Clause 12.2 shall apply.

14.5 Waivers.

No delay or failure by Forbidden Ambrosia in exercising or enforcing any of its rights or remedies under the Agreement will prejudice or restrict its rights, nor will any waiver of rights operate as a waiver of subsequent rights.

14.6 Survival of Clauses.

If any Clause in these Conditions is held to be invalid by any court having jurisdiction over the Agreement, that Clause may be deleted from these Conditions and the remaining Clauses shall continue to be, to the extent that they are unaffected by the deletion, valid and binding on the Parties hereto.

14.7 Non-Solicitation Clause.

The Client shall not and, where applicable, shall procure that the Client's employees shall not, without Forbidden Ambrosia's prior written consent, during the Event and/or Temporary Recruitment Services (TRS) and for two years thereafter directly or indirectly employ any person who is employed by the Forbidden Ambrosia at any time during the Event and/or Temporary Recruitment Services (TRS) and with whom the Client has had direct contact in the course of the Event and/or Temporary Recruitment Services (TRS). The Client shall fully indemnify the Forbidden Ambrosia against any breach of this provision by the Client or by the Client's employees.

14.8 Electronic Mail.

For these Conditions references to 'written' or 'in writing' shall include electronic

mail.

(a) E-mail non-disclosure. Communications by Electronic Mail and any attachments are strictly confidential and contain proprietary information, some or all of which may be legally privileged. It is intended solely for the use of the individual or entity to which it is addressed. If you are not the intended recipient, you must please notify the author immediately by telephone at [+447305164470](tel:+447305164470), or by replying to the Electronic Mail. Once you have notified the sender please delete all copies of the Electronic Mail on your system; you must not use, disclose, distribute, copy, print or rely on this Electronic Mail. Furthermore, whilst we have taken reasonable precautions to ensure that this Electronic Mail and any attachments have been checked for viruses, we cannot guarantee that they are viruses free and we shall not accept liability for any damage sustained as a result of software viruses. We would advise that you carry out your virus checks. Any views or opinions presented in this email are solely those of the author and might not represent those of Forbidden Ambrosia. We use the word ‘partner’ to refer to a share-owner or director of the company, our principal place of business and registered office is at 9a Wick Road Business Park, Wick Road, Burnham-On-Crouch, Essex, United Kingdom, CM0 8LT.

(b) Cyber Fraud Alert. Electronic Mail can be intercepted, lost or corrupted. Forbidden Ambrosia has no plans to change our bank details at present. Our account details are usually set out in our initial letters to you and have not changed in the last 2 years. If you have any doubt about our banking details or the content of any of our email communications, please speak with the lawyer representing you to re-confirm the details.

15. GOVERNING LAW AND JURISDICTION

The provisions of these Conditions shall be governed by and construed according to the law of England and Wales and the English courts shall have exclusive jurisdiction concerning any dispute.

Last updated on the 2nd of May in 2023.